

STATE OF IOWA  
DEPARTMENT OF NATURAL RESOURCES

**FORM OF CONTRACT**  
(PROFESSIONAL SERVICES)

**Stockpile Name**

**PROJ. NO.**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the state of Iowa acting through the Department of Natural Resources hereinafter called the **DEPARTMENT** and:

(name) \_\_\_\_\_ (hereinafter called the **CONTRACTOR**) and located at:

(street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_

**WITNESSETH:** That the **DEPARTMENT** agrees to pay the **CONTRACTOR** the contract price provided herein for the fulfillment of the work and the performance of the covenants set forth herein, and the **CONTRACTOR** agrees with the **DEPARTMENT** to commence and complete the project described as follows:

This project consists of the removal and processing of \_\_\_\_\_ tons\* of waste tire materials present at the identified stockpile location(s) and incidental work as required by the Plans and Specifications identified herein. The Department shall pay the contractor at the rate of \$\_\_\_\_\_ per ton for removal of tires from the site. The Department shall have the authority to contract for additional work through this contract, in an amount of up to 25% in addition to the sum listed below, without further contract amendments or negotiations.

\* 7,050 tons is an estimate at this time. This number may be adjusted according to an agreed upon number between the department and the contractor.

**For the Estimated Value of:** \_\_\_\_\_ **Dollars (\$)** \_\_\_\_\_

and all extra work in connection therewith, all in accordance with the terms and conditions herein contained: and to furnish at the **CONTRACTOR'S** own proper cost and expense, all material, equipment, labor, insurance, and other accessories and services necessary to construct and complete, in a workmanlike manner, the above mentioned project. The work shall be performed in accordance with the requirements and provisions of the following documents, all of which are made a part hereof and collectively evidence and constitute the contract:

1. Notice to Bidders.
2. Instructions to bidders.
3. Form of Proposal
4. Form of Bid Bond
5. Form of Contract
6. Form of Guarantee Bond
7. General Conditions of the Contract
8. Special Conditions of the Contract
9. Any and All Addenda to the Proposal

The parties to this contract understand that time of completion of the work under this contract is of the essence to the contract. The **CONTRACTOR** hereby agrees to commence work under these specifications and to complete the work within eighteen months of the date of execution of this contract, and on or before June 30, 2006.

The **CONTRACTOR** hereby agrees that liquidated damages in the amount of: \$200.00 shall be retained or assessed against the **CONTRACTOR** for each day and every day the completion of the work is delayed beyond the time specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the **DEPARTMENT** for salaries of engineers and reviewers, clerk hire, interest charged during the period for delays and loss of use.

It is understood that the **CONTRACTOR** consents to the jurisdiction of the courts of Iowa, to hear, determine and render judgment as to any controversy arising hereunder, and that this contract shall be governed by, and construed according to, the laws of the state of Iowa.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, in the day and year first above mentioned.

**FOR THE DEPARTMENT:**

\_\_\_\_\_  
(Director)

This contract was approved by the **ENVIRONMENTAL  
PROTECTION COMMISSION** at its meeting held on

\_\_\_\_\_  
(Date)

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address and Zip Code)

Seal if by a Corporation:

Identification Number

Soc. Sec. No.

Or Fed. I. D. No.